

A. G. Contract No. KR892537TRD
ECS File: JPA-89-130
Project: F-022-3-860/H2276 01C
Section: US-60 at Tomahawk Road
Intersection

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into 17 September, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF APACHE JUNCTION, acting by and through its City Council
(the "City").

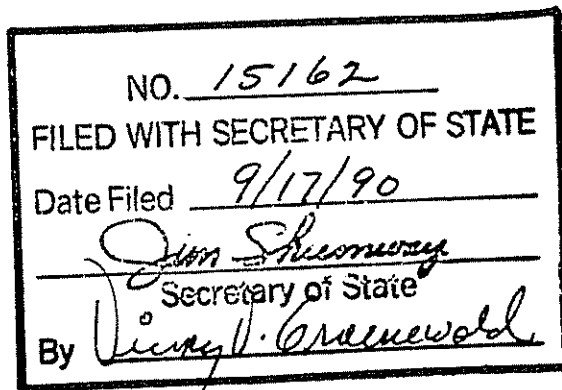
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. State and City desire to improve the intersection of
Tomahawk Road and US 60 (Apache Boulevard) for the benefit of
the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. State will:

a. Provide plans, specifications and related documents necessary for the construction of the project.

b. Call for bids and award a construction contract for the project, administer same and be responsible for any contractor claims for extra compensation attributable to State.

c. Be responsible for all project improvement costs within the existing US 60 right-of-way. Be responsible for any contractor claims for extra compensation attributable to State.

d. Obtain additional required right-of-way, in the name of the City, at City expense, and invoice City for same. Upon completion of the project, excess right-of-way shall become the property of the City.

e. Invoice City for their portion of the actual costs of the improvement project, estimated at \$310,000.

2. City will:

a. Review plans and provide comments as appropriate.

b. Be responsible for all project improvement costs, including design, at the intersection, outside the existing US 60 right-of-way. Be responsible for any contractor claims for extra compensation attributable to City.

c. Be responsible for one hundred percent (100%) of the cost of all new right-of-way.

d. Within 30 days of receipt of statements submitted by the State, reimburse the actual costs indicated. Be responsible for any contractor claims for extra compensation attributable to City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City Manager
City of Apache Junction
1001 N. Idaho Road
Apache Junction, AZ 85219

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

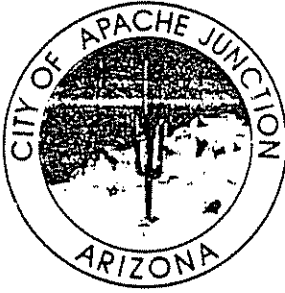
CITY OF APACHE JUNCTION

STATE OF ARIZONA

Department of Transportation

By Michael R. Lee
City Manager
Title

By Robert P. Mickelson
ROBERT P. MICKELSON
Deputy State Engineer



City of Apache Junction

C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona that as such, I have in my possession all of the actions taken by the City Council of the City of Apache Junction; that the attached is a true and correct copy of the motion which was presented to and unanimously approved by the City Council of the City of Apache Junction, Arizona, on the 15th day of May, 1990, as it appears in my records.

June 19, 1990

Date

Kathleen Connelly

Kathleen Connelly
City Clerk


lvz

CF: Arizona Department of Transportation

RESOLUTION

BE IT RESOLVED on this 13th day of September 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Apache Junction for the purpose of defining responsibilities for the construction of improvements to the intersection of US 60 and Tomahawk Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

At their regular meeting of May 15, 1990, the City Council of the City of Apache Junction, Arizona, unanimously adopted the following motion:

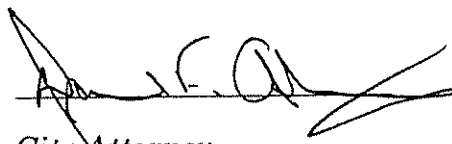
THE THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE TOMAHAWK ROAD INTERSECTION, BE ACCEPTED AS PRESENTED AND THAT AUTHORIZATION BE GIVEN THE MAYOR TO SIGN SAID AGREEMENT.

JPA 89-130

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF APACHE JUNCTION and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 13 day of June 1990.


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A.G. Contract No. KR89-2537 TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of August, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over the printed name and title of James R. Redpath.

JAMES R. REDPATH
Chief Counsel
Transportation Division